

AGREEMENT1974-~~10027~~

THIS AGREEMENT, made and entered into this 3 rd day of October, 1974 by and between the Township of Ewing, Mercer County, Trenton, New Jersey, hereinafter referred to as the "Employer", and Local No. 2314 Council No. 73, American Federation of State, County and Municipal Employees AFL-CIO, hereinafter called the "Union".

W I T N E S S E T H:

Whereas, it is the desire of the parties to promote mutual cooperation and harmony and to formulate rules to the guidance of the parties;

NOW, THEREFORE, in consideration of the mutual promises made by each of the parties to the other and good and valuable consideration in the premises, the parties hereto agree as follows:

ARTICLE I

RECOGNITION

SECTION I: The Employer recognizes the Union as the sole and/or exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all of its employees in the classifications listed under Appendix A attached hereto, and by reference made a part of this Agreement, and for such additional classifications

as the parties may later agree to include.

NO STRIKE CLAUSE

SECTION II: It is agreed that during the terms of this Agreement neither the Union, its officers or members, shall instigate, call, sanction, condone or participate in any strike, slowdown, stoppage of work, boycott, picketing, or willful interference with production, transportation or distribution, and that there shall be no lockout of employees by the Employer.

In the event that any of the employees violate the provisions of the above paragraph, the Union shall take necessary steps to have the members who participate in such action back to their jobs, forward copies of such order to the Employer and use every means at its disposal to influence the employees return to work.

DUES AND DEDUCTIONS

SECTION III: Upon receipt of a lawfully executed written authorization from an employee, the Township of Ewing agrees to deduct the regular monthly Union dues of such employee from his paycheck, and remit such deduction by the tenth (10) day of the succeeding month to the official designated by the Union in writing to receive such deductions. The Union will notify the Township, in writing, of the exact amount of such regular membership dues to be deducted.

Any employee may, in writing, terminate his or her respective dues deduction authorization as of July 1 or January 1 of each contract year.

SAVE HARMLESS CLAUSE

SECTION IV: The Union agrees to indemnify and hold the Township harmless against any and all claims, suits, orders or judgments brought or issued against the Township as a result of any action by the Township under the provisions of Article I.

UNION REPRESENTATIVES

SECTION V: A duly authorized representative of Council 73, who is not an employee of the Township of Ewing, shall be admitted on the premises of the Employer.

The Township agrees to recognize a maximum of two (2) stewards selected by the Union and the stewards shall be from the Sanitation Department. The stewards shall be granted a reasonable amount of time during their working hours, without loss of pay, to interview an employee who has a grievance and to discuss the grievance with the employee's immediate supervisor.

The Union president shall be granted a reasonable amount of time during his regular working hours, without loss of pay, to present, discuss and adjust grievances with the Township.

Neither a steward nor a Union officer shall leave his work without first obtaining the permission of his immediate supervisor, which permission shall not be unreasonably withheld.

EQUAL TREATMENT

SECTION VI: The Employer agrees that there shall be no discrimination or favoritism for reasons of sex, age, nationality, race, religion, political affiliation, union membership or union activities. The Township and the Union agree not to interfere with the right of employees to become or not to become members of the Union and further that there shall be no discrimination or coercion against any employee because of Union membership or non-membership.

ARTICLE II

MANAGEMENT RIGHTS

It is recognized that the management of the Township, the control of its properties and the maintenance of order and efficiency, is solely a responsibility of the Township. Accordingly, the Township retains the rights, including but not limited to, select and direct the working forces, including the right to hire, suspend or discharge for just cause, assign, promote or transfer within the Department, or otherwise to determine the amount of overtime to be worked, to

relieve employees from duty because of lack of work, decide the number and location of its facilities, stations, etc., determine the work to be performed within the unit, maintenance and repair, amount of supervision necessary, machinery and tool equipment, methods, schedules of work together with the selection, procurement, designing, engineering and the control of equipment and materials; purchase services of others, contract or otherwise except as they may be otherwise specifically limited in this Agreement.

ARTICLE III

GRIEVANCE PROCEDURE

Any grievance or dispute which may arise between the parties, including the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

Step 1

The Union Steward, with or without the aggrieved employee, shall take up the grievance or dispute with the employee's immediate supervisor within five (5) days of the date of the occurrence of the grievance. The supervisor shall attempt to adjust the matter and shall respond to the steward within three (3) working days. If the grievance or dispute is not taken up in accordance with this provision within five (5) days of its occurrence or within five (5) days upon

learning of the existence of the alleged grievance or dispute, it shall be deemed abandoned.

Step 2

If the grievance has not been settled, it shall be presented in writing to the department head within five (5) days after the supervisor's response is due. The department head shall respond to the steward in writing within three (3) days. If the grievance is not presented, in writing, in accordance with this stipulation within five (5) days, it shall be deemed abandoned.

Step 3

If the grievance still remains unadjusted, it shall be presented to the Committeeman in charge of the department in writing within seven (7) days after the response of the department head is due. The Committeeman shall respond in writing within five (5) days.

Step 4

If the grievance is still unsettled, the Union may, within fifteen (15) days after the reply of the Committeeman in charge of the department or his designee is due, by written notice to the Committeeman in charge of the department or his designee, request arbitration. In the event the arbitration is not requested within fifteen (15) days, the grievance shall

be deemed abandoned and the matter may not then thereafter be arbitrated.

The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Union within seven (7) days after notice has been given. If the parties fail to select an arbitrator, the State Mediation and Conciliation Service or the Public Employees Relation Commission shall be requested by either or both parties to provide a panel of five (5) arbitrators. Both the Employer and the Union shall have the right to strike two (2) names from the panel. The Union shall strike the first name; the other party shall then strike one (1) name. The process will be repeated and the remaining person shall be the arbitrator. The decision of the arbitrator shall be advisory only, except in discharge cases, in which event arbitration shall be binding on the parties. The arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument. It is intended by this provision to give the employee the option to appeal his case under the Civil Service rules and regulations and through Civil Service procedures or arbitration, but not both. It is not intended to change, or modify or alter in any fashion the Civil Service rules and regulations, but in effect only

to give an additional alternative remedy to an employee. A grievant must elect (in discharge cases) to proceed either under arbitration or civil service, not both.

Expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available, without charge, to the other party and to the arbitrator.

The only grievances or disputes which may be submitted for arbitration shall be those arising out of the meaning, application and interpretation of the provisions of this Agreement. The arbitrators shall have no power to add to or subtract from or modify any of the terms of this Agreement.

ARTICLE IV

PRESENT BENEFITS

It is hereby and herewith stipulated and agreed by and between the parties hereto that any and all employee benefits, including but not limited to salary, vacations, holidays, overtime and medical benefits currently in effect shall and will continue in full force and effect during the term of this Agreement, and are incorporated herein by reference hereto as if set forth at length.

ARTICLE V

SUBSEQUENT AGENT

It is hereby stipulated and agreed herewith by and between the parties hereto that the parties to this Agreement shall commence negotiations on a new contract for the calendar year 1975 on or about November 15, 1974. It is further stipulated and agreed that the Union shall make known to the Employer its position regarding a new contract for the calendar year 1975 on or before November 15, 1974 and that the Employer shall bargain thereafter in good faith.

ARTICLE VI

TERM

It is hereby stipulated and agreed that all the provisions of this Agreement shall remain in full force and effect up to and through December 31, 1974 or until such time as a new agreement shall be executed by and between the parties. However, should a new agreement be executed by the parties subsequent to December 31, 1974 then in such event any and all additional benefits accruing to the Union members shall be retroactive to January 1, 1975.

IN WITNESS WHEREOF, the parties have hereunto set
their hands and seals the day and year first above written.

WITNESS:

John A. Carzio
JOHN A. CARZIO
Township Clerk

TOWNSHIP OF EWING

BY: *Thomas DeMartin*
THOMAS DeMARTIN, Mayor

LOCAL NO. 2314 COUNCIL NO.
73, American Federation of
State, County and Municipal
Employees AFL-CIO

WITNESS:

Robert L. Hill
ANGELO CALESTI
ROBT. L. HILL, SEC-TREAS

BY: *David W. Hardier*
DAVID W. HARDIER, PRES.

BY: *Rosevelt Butler Sr.*
ROSEVENT BUTLER, SR., V.P.